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Wallerstein, David

Report of Housing bureau of Federal Fuel...

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[1918]

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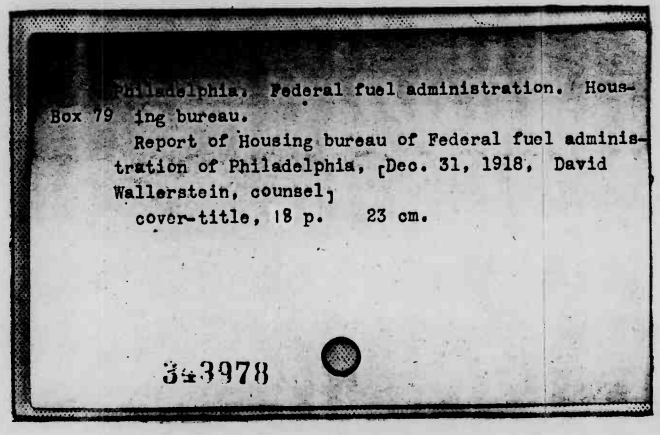
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Report of Housing Bureau

OF

Federal Fuel Administration

of Philadelphia

REPORT OF HOUSING BUREAU OF FEDERAL FUEL ADMINISTRATION FOR PHILADELPHIA.

Philadelphia, Dec. 31, 1918.

Francis A. Lewis, Esq.,

Federal Fuel Administrator for Philadelphia.

Dear Mr. Lewis:

As it has been concluded that the Bureau which you established for receiving housing complaints should be closed, a report should be made to you concerning the work done. There are still some cases undisposed of, but as no new complaints will be received, a fair summary of the work may be made.

In the latter part of the spring of 1918, the newspapers were filled with complaints of what was called "rent profiteering"—that is, it was asserted that landlords throughout the City of Philadelphia were making use of the suddenly increased population of the city and the extraordinary demand for houses, to increase rents to an exorbitant degree. In June, 1918, the Federal Fuel Administration for Philadelphia made announcement that it would attempt to assist the tenants by using its authority in the distribution of the supply of coal; and I was asked, as counsel for the Fuel Administration for Philadelphia, to take charge of the Bureau which you determined to establish for receiving complaints. Since that time, the Bureau has handled 1123 cases, of which it has record. This does not include a large number of cases in which complaints were received and immediately disposed of, so that no formal record was made. Of these 1123 cases, 314 were cases of increase of rent in individual houses; 792 were cases of notices to vacate in individual houses; 15 were cases of increase of rent in entire rows of houses; and 2 were notices to vacate in entire rows of houses. It is to be noticed that the majority

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Gift- Bureau

of cases investigated were those where notices to vacate had been given to the tenants. The following is a statement of the work of the Bureau in cases of which records were made:

INDIVIDUAL CASES.

Not disposed of—		
Notice to vacate	16	
Increased rental	12	
	—	28
Cases successfully handled—		
Tenant vacated—Coal question satisfactorily adjusted	483	
Notice to vacate withdrawn	173	
Rent reduced	134	
Increase justified	83	
	—	873
Cases not successfully handled—		
Tenant vacated—Coal question not satisfactory—House listed	35	
Miscellaneous	62	
	—	97
Final adjustment not known—		
Miscellaneous*	108	
	—	108

ROWS OF HOUSES.

Cases successfully handled—		
Rent reduced	9	
Increase justified	4	
Notice to vacate withdrawn	2	
	—	15
Cases not successfully handled—		
Rent unreasonably increased	2	
	—	2
Total number of cases handled		1123

*This item is composed mostly of cases where we have received no word from the tenant as to final disposition of the case, or where we have written for additional information, but have not received the same, etc.

It is only fair to say that the number of cases actually handled is only a partial indication of the results accomplished by the Bureau. The activities of the Bureau were so well known by the public at large, that a large number of cases were settled among the persons interested, upon the methods acted on by the Bureau, without complaints being made.

When a complaint of increase of rent was made, the procedure was this: The first step was to ascertain the "carrying charges" of the property. By "carrying charges" is meant the amount made up of the following items: taxes, water rent, interest on mortgages, insurance, commission for collection of rents, and an allowance for repairs and upkeep. The total of this amount deducted from the total of the proposed rent left a sum which represented the owner's income on his equity. Most of the factors which went to make up the "carrying charges" were easy to fix. The difficulty was in determining a proper allowance for repairs and upkeep, and in determining the value of the house as a basis for the owner's equity. Most of the houses were covered by both first and second mortgages, the second mortgages being, in the greatest number of cases, held by building and loan associations. There was some difficulty about monthly payments to these associations. These payments are intended to include the interest on the mortgage held by the association and the "dues" on the stock. Many owners claimed that they were entitled to consider the dues as part of the "carrying charges" of the house, but as these dues eventually went to satisfy the mortgage and were really a payment on account of principal, it was readily concluded that they should not be included in the "carrying charges," and that only that part of the payment to the building and loan association which was properly interest on the mortgage should be added to the estimate.

There was a wide difference of opinion concerning

the amount for repairs and upkeep. There were real estate men of long experience who claimed that three months' rent in every year should be deducted for repairs and vacancies, while others held that one month's rent was a sufficient allowance. The conclusion was reached that as the demand for houses was in excess of the supply, no allowance should be made for vacancies, and that, on an average, one and one-half months' rent should be considered a fair allowance.

In fixing the value of the property, certain factors that would ordinarily have a bearing had to be disregarded. One of these factors was the estimated cost of building the house. No attention was paid to this for many reasons, one of which was that, excepting the houses which were being built by Federal agencies, there was no house building going on at all in the City of Philadelphia, both because of the high price of material and the inability to get labor. Ordinarily, the selling price of a house, or the price at which it was sold within a very recent time, would furnish a standard, but in the inflated condition of the real estate market for small houses during the year 1918 in the City of Philadelphia, selling price furnished no real criterion. Many tenants, rather than be compelled to move, bought houses at prices in excess of any real value, and speculation in single houses and rows of houses was such that conditions were not dissimilar from those during real estate "booms" in Western cities. One evidence of this was, agreements held by vendees for the purchase of houses were sold two or three times, each time at an increased price, before settlement for the properties was made and transfer actually took place. Assessments for taxation purposes were not reliable standards, for reasons which need not be gone into. It had also to be recognized by the Bureau that in many sections in the City of Philadelphia, small houses, prior to the "boom," had been selling at prices

actually below cost. It was difficult, therefore, to adopt any uniform rule for estimating real estate values, and each case had to be judged on its merits. The Executive Committee of the Real Estate Board of the City of Philadelphia was in agreement with the Bureau that "cost of replacement" and actual selling price could not be adopted in fixing a standard of values.

After a determination of the owner's equity was reached, there was controversy as to the return the owner was entitled to on such equity. On one side, it was averred that six per cent. per annum on the value of the equity was a fair rate, while owners urged in many cases that a rate as high as ten per cent. was necessary in order to take care of depreciation. A claim was also made that landlords were entitled to a larger return than ordinary because of the depreciation in the purchasing power of the income. As it was exceedingly difficult to fix the equity itself, and as the equity was more often than not placed at a sum above the normal, a mean between the two views mentioned was adopted. Here, also, each case had to be judged by itself.

Shortly after the opening of the Bureau, Mr. Hibberd B. Worrell, President of the Philadelphia Real Estate Board, and Mr. Shallcross, Chairman of the Executive Committee of the Board, offered the services of the Board in fixing rental values. This offer was very largely availed of, and it would often have been impossible to come to any satisfactory conclusion without the assistance of the reports of the Committee of the Real Estate Board.

It has been estimated that there were as many as ten thousand vacant houses in the City of Philadelphia in the year 1914. This figure is too high, but there can be little doubt that there were, prior to the immense increase in the industrial population caused by the war, thousands of vacant houses here. This caused a de-

cline in rents and in many cases houses were rented at a sum barely sufficient to carry them, that is, to pay the taxes, water rent, insurance, repairs and upkeep. In many cases, the rent was not even sufficient for this. Many individual houses and rows of houses passed into possession of trust companies, building and loan associations and mortgage holders, who were carrying them at a loss. When the population began to increase with unusual rapidity, and the demand for houses began to increase, the first result was that owners took advantage of the demand and disposed of properties which they had been carrying for years. The new owners naturally desired to increase the rents, either because they wished for a fair return on the investment, or because the properties were bought for speculation, and the houses were unsalable unless a large return could be shown upon the price asked.

The tax rate in the City of Philadelphia in the year 1917 was $1.85 per hundred. This was increased in the year 1918 to $2.35 per hundred. The wages of labor and the price of materials for necessary repairs and maintenance also increased to a marked degree. These three factors were legitimate causes for increasing rents. The sudden and extraordinary inflation in the demand for houses was not only an additional factor, legitimate or otherwise, but made possible a successful demand for an increase of rent, which exceeded, more or less in different cases, the sum total of the three factors already mentioned. In general, it may be said that the increase of rents in the City of Philadelphia, for houses renting for $30 a month or less, began in the second half of the year 1917. At first these increases were small and were not resisted by the tenants. It was only when the movement became general, and the increases themselves became very substantial that the protests against "rent profiteering" began. It is a fact that in the spring and summer of

the year 1918 many tenants felt that they were compelled to pay what they thought was an unjust increase in rent because of the inability to obtain houses.

Another feature was that many tenants (the number cannot be computed) bought the houses they lived in at speculative prices, because there were no houses for them to rent. What vacant houses there were, were almost invariably "for sale," and the landlords declined to rent because an occupied house is not as readily sold as a vacant one.

It is fair to say that a great majority of tenants in the City of Philadelphia recognized that landlords were entitled to an increase of rent. There were, of course, complaints of increase to the Bureau where such increases were entirely justifiable. Landlords complained that tenants who were making one and one-half and twice as much wages as they ever made before did not recognize that the landlords were also entitled to a larger return. This was often undoubtedly true. It was also, however, true that there were many tenants whose earning power was anything but increased in proportion to the increased cost of living. Landlords generally went upon the assumption that every one in the city was making a great deal more money than they themselves.

Another set of circumstances should be mentioned. The City of Philadelphia would not have been able to take care of the people who came here if many tenants had not taken "roomers" and "boarders." Tenants who rented out rooms were generally well able to take care of themselves and were not backward in asking prices that were sometimes astonishing. Landlords complained that many tenants whose leases specifically provided that the houses should be used only as private dwellings were renting out rooms that not only left the tenant rent free for the part of the house he occupied, but gave him a profit on the rent, and that the landlords

themselves derived no benefit from these conditions. Landlords also urged that the use of a house for "roomers and boarders" caused a greater deterioration and depreciation than their ordinary use as a private dwelling.

After determining, in any particular case, what was a reasonable rent, the difficulty was to get both tenant and landlord to accept the appraisement. If the tenant did not accept it, he could move out. The only instruments that could be used with the landlord were argument; and if the landlord refused to accept the appraisement to "list" the house. "Listing" meant that the Bureau of Fuel Distribution was requested not to furnish coal to the house in question to any other than the tenant who had made the complaint. In a very large number of cases, indeed in the greater proportion of them, the rent fixed by the Bureau was accepted, along with an agreement that the tenant should remain in the property until the 1st of April, 1919. This last requirement was rendered necessary by the fact that houses of the grade with which the Bureau dealt were almost invariably occupied on monthly leases, and it would have been of no use to secure an acceptance of the rent fixed, unless it was coupled with an agreement that the tenant should remain in the property until spring at that rate.

It developed very speedily after the opening of the Bureau that more complaints were being made of notices to vacate properties than of increases of rent. Notices to vacate were serious affairs to tenants for the obvious reason that it was almost impossible to rent houses, and that while there were many houses "for sale," the prices were almost invariably high. In addition to this, there was the cost of moving—a serious matter to many tenants. Sometimes a tenant was notified to vacate a property at the end of his term (generally a monthly one) because the house he lived

in had been sold to some one who had bought it for a home. Nothing could be done in such cases except to require the landlord to move the tenant's coal to the tenant's new location. This requirement was made for many reasons. After a man had already laid in his winter supply of coal (or as much of it as he was entitled to receive) it might be impossible for him to get coal in a new house, or at least there might have been a great deal of difficulty in getting the coal. Then the cost of moving the coal was a very serious charge. There was little difficulty in securing the assent of the landlord to paying for moving the tenant's coal. When the landlord refused to move the tenant's coal, or to pay for moving it, the "listing" was employed as already described. The comparatively small number of listings mentioned in the table shows that it was not often necessary to employ this measure.

Another class of cases was where an owner gave notice to the tenant to vacate where the house had not been sold, the idea being that it was easier to sell a house that was not occupied and immediate possession of which could be given, than to sell one in which there was a tenant. This feature has already been mentioned. The attitude of the Bureau toward such cases was that considering the difficulty of procuring houses in the City of Philadelphia, it was unjust that a tenant should be compelled to move until the house had been actually sold. If the determination to cause a vacancy was persisted in, the house was "listed." In general it may be said that when the attitude of the Bureau toward the vacation of a house simply for purpose of selling it was called to the attention of the owner, the notice to vacate was withdrawn.

There falls into this class a number of instances in which a whole row of houses was sold and notice to vacate was given to all, or nearly all, of the tenants. The number of such cases is more than the tabulation

shows, because often complaint was made by single tenants of the individual houses. Some of these cases arose from the desire of the landlord to sell the houses. In one case, however, which came before the Bureau, a row of houses had been purchased by a large manufacturing corporation engaged in Government work, for the purpose of providing homes for operatives whom they intended to bring into the city. The tenants that they intended to dispossess were likewise engaged in other plants doing Government work. When the situation was called to the attention of the representative of the purchaser, he at once agreed that so far as he was concerned, the tenants should not be put out. The vendor of the houses, however, took the position that he had simply agreed to deliver a row of vacant houses to the corporation and that it was no concern of his if the Bureau should cause the houses to be "listed" because the tenants were required to move. As a result of the action of the Bureau in this case, the corporation was able to relieve itself of the purchase, and many of the tenants remained in the houses.

A somewhat similar case (which was not included in the tabulation) occupied the attention of the Bureau shortly after it was opened. One of the officials of an important industrial establishment owned or controlled a very large number of houses in one of the sections of the city. The corporation was in need of more operatives, but had no place to put them, if they were brought in from outside of the city, and it accordingly requested the landlord to give notices to vacate to all the tenants who were not in the employ of the corporation. Another corporation in the same neighborhood, also controlling houses, began the same practice at the same time. After some negotiations, and with the assistance of a Federal official from the United States Housing Corporation at Washington, a scheme was arranged to do away with these various cross currents

of "moving notices" and a clearing house arranged for the particular section mentioned. This case furnished an aggravated example of the fact that the supply of houses was unequal to the demand, and that in many neighborhoods there were not sufficient housing accommodations for the people needed to run the adjoining factories at their full capacity. The only real remedy was, of course, building new houses, but even if there had been time to do this, neither the material nor the labor was at hand.

Putting a tenant out of a house merely for the purpose of renting it to another tenant at a higher and often an exorbitant rental was not looked upon with favor by the Bureau, and it was the effort of the Bureau to stop the practice so far as was possible. In one instance, complaint was made that a manufacturing company in West Philadelphia, which was the owner of a block of houses, gave notices to the tenants of one of the houses to vacate. Inquiry speedily developed that the company had bought a large number of houses for the purpose of putting in its employees as tenants, and a complaint was made by one of the tenants who was about to be put out to make room for an employee of the company. After much negotiation, the notice to vacate was withdrawn. Within two weeks of this time, the Bureau received a letter from the secretary of the company, asking that protection should be afforded to one of its important employees, who was about to be put out by his landlord. This request for the assistance of the Bureau was accompanied by the statement that whatever the company and its officers had thought at first of the activities of the Bureau, they were now convinced that it was a real help to those who were employing labor.

A very common practice among owners of properties in Philadelphia, particularly where the properties had been bought within the "boom" with the intention

of selling them as soon as possible, was to tell the tenant, either verbally or by letter, that the tenant should have the first opportunity to purchase the house, but that if he did not purchase, the landlord would request him to vacate. Sometimes this practice took the form of a very substantial increase of rent, with the intimation that it would be wise for the tenant to purchase. What often followed was this: The tenant would either refuse to purchase or to pay the increased rent, would go out to find a house, and would very speedily find that houses were scarce. Often when he got back ready to purchase, he would find that the house had already been sold. He would then protect himself by going out and buying a house, of course, causing the tenant of that house to move. It may be safely said that the sale of one house and notice to the tenant to vacate, during the spring and summer of 1918, caused sometimes as many as six or seven movings by various tenants. It was exactly like bricks in a row. This resulted in an advantage to two classes of persons—the owners who sold the houses and the proprietors of moving vans.

In one case, a row of ten houses in West Philadelphia was placed in the hands of an agent for sale. He sold them to a purchaser who avowedly bought upon the agent's promise that he could sell the houses "at retail" at an advanced price within a very short time. Notice of an increase of about thirty per cent. in rent was at once given, and in one or two houses notices to vacate were served. After considerable discussion, an arrangement was made with the landlord by which it was agreed that the tenants who had not already moved were to be permitted to remain in the houses over the winter at a reasonable rent. During the investigation of this case, it developed that two of the houses were vacant, and were being kept vacant purposely so that they might be more readily sold, and this in a neighborhood where there was an immense demand for houses, and a crying need for them. After some consideration, the owner was notified that the two vacant houses were to be either rented or sold to an actual home buyer within two weeks of the date of the notice. As a result of this notice, one of the houses was sold to a home buyer at a price that was not excessive and the other was rented to a tenant at a reasonable rent with the agreement that he was to remain over the winter.

It is evident that the migration of tenants in the City of Philadelphia during the summer and early fall of 1918 was far in excess of ordinary, just how much it is impossible to say. Only a small part of the actual number of cases came before the Bureau. The statistics of the office of the Recorder of Deeds in the City of Philadelphia ought to furnish some guide in calculating the force of the movement, but it must not be supposed that the number of recorded transfers will anything like equal the actual number of sales. The reason for this assertion is as follows: Many houses were sold for a very small cash payment, the balance being paid by the assumption of a first mortgage and a building and loan association mortgage and by the payment of a small monthly sum. This monthly sum, after deducting interest and carrying charges, was applied upon the purchase price, and when it should reach an amount equal to the difference between the mortgages and the purchase price, a deed was to be made to the purchaser. It was part of the agreement in almost all such cases that if the purchaser defaulted in any payments (whether the monthly payments, interest on mortgages or taxes), he was to lose the benefit of all payments made. The agreements of sale were never recorded. To what extent purchasers who bought in this way will keep up their monthly payments cannot be predicted. Whether such forfeiture is legal is

a question open to doubt, but it is easy to suppose that when there is a default in payment, the purchaser will not, in most cases, seek to protect the payments he has already made. Many purchases of this character were made by people who supposed, rightly or wrongly, that they would not be able to obtain a house to live in unless they bought. Many of such were undoubtedly newcomers to the city, who will now, in some instances, leave it. After industrial affairs adjust themselves, they will have neither the time nor the money to protect the comparatively small payments which they have made upon the properties which were sold to them.

It has already been mentioned that where houses were bought for speculation, it was to the interest of the purchaser immediately to increase the rents so as to make a showing which would enable him to resell the houses at a profit. Sales were sometimes made when a controversy concerning the increased rents was in existence before the Bureau. There were several cases where sales had been made upon the basis of rents which were found to be unreasonable and where the vendor was practically compelled to make up to his vendee the difference between the rent fixed by the Bureau and that upon which the properties had been sold.

The continual movement among tenants led, of course, to one great economic waste—a large sum was spent in the cost of moving household effects from one house to another. There were cases before the Bureau, and they were certainly not the only ones, where tenants had been compelled to move two and three times within six months, and there were other cases where a tenant had hardly got settled in a house when he received notice to vacate, consequent upon the house being sold. There are two sides to the question of monthly leases in small houses. The landlord's case is that if a yearly lease is given, it is extremely difficult to get rid

of a tenant, and the chance of loss of rent is great. The tenant's side is that a monthly lease is little better than a tenancy at will, and puts the tenant at the mercy of the landlord. Monthly leases were not, however, a new feature brought about by the "boom," and when the supply of houses exceeds the demand, or is very nearly equal to the demand, such leases are not objectionable from the tenant's point of view. When, however, the demand for houses, both for renting or for purchase, exceeds the supply greatly, a monthly lease puts the tenant almost entirely at the mercy of the landlord.

Speculative purchases of both individual houses and blocks of houses were undoubtedly rendered possible by second mortgage loans made by building and loan associations. Many such associations were undoubtedly as conservative in making their loans during the excited market of the past year as before that time, but it is undoubtedly true also that many second mortgage loans were made by associations upon the basis of the "boom" prices. There was even reason to suspect that sometimes the sum which the purchaser received from the combined amounts of the first and second mortgages exceeded the price which he paid for the property. The appraisement of a property for the purpose of a loan by a building and loan association was necessarily made by the association itself, commonly acting through a committee. All that the State Banking Department does is to see that an association has in its possession the actual mortgages which it claims to own. There are so many associations that it may be impossible for any supervising authority to examine into the actual value of the securities belonging to the association, though this, of course, is done constantly in the case of national banks and other banking institutions. It is not unlikely that within the next few years the associations will have to take over a large number

of properties upon which loans were made during the year 1918. Speculative purchasers will not always be able to sell houses which they have bought; and houses which were sold upon the instalment plan will, in many cases, fall back upon vendors who looked to the purchasers to take care of the building and loan association payments. Attention should also be called to another circumstance in some building and loan associations. Speculative purchasers and dealers in real estate were found to be officers in building and loan associations which took loans upon properties which these men had purchased, the associations being practically in the executive control of the borrowers.

There can be no question that individual purchasers during the year 1918 paid prices for houses that were inflated; and this is true also of speculative purchasers. It was stated by some one who ought to know, that the Emergency Fleet Corporation would lose from twenty-five per cent. to forty per cent. of the price of houses which it bought or built for occupation by its employees, or by those employed by concerns working in connection with the Emergency Fleet Corporation. This does not mean that the percentage mentioned is the measure of the inflation of real estate values in Philadelphia. That percentage is excessive for the reason that the purchases by the Emergency Fleet Corporation were emergency purchases and "price was no object."

At a time that small houses were very scarce in Philadelphia, and when it was not easy to obtain quarters in rooming houses or boarding houses, there was one locality in the City of Philadelphia where there was a very large percentage of vacant houses—this was the district between Broad Street and the Schuylkill River, Chestnut Street and Pine Street. In September, 1918, it was said by the Philadelphia Housing Association that there were 266 houses vacant in this district.

The question was taken up and discussed by those interested whether some effort should not be made to use these properties for housing a large number of transient residents of the city who found it difficult to obtain quarters. One objection to this was that such temporary use would result in a permanent impairment of the value of these houses. At any rate, the project was never brought to a final conclusion and the necessity for considering it has now gone by.

It is impossible to indicate all of the various aspects which the housing problem assumed, nor is it possible to make a catalogue of the different methods that were employed. The attitude of real estate owners and real estate agents was not by any means always antagonistic. Many owners and agents recognized that extraordinary conditions existed which had to be met by means no less unusual. For example, in one case, an agent who regretted that the owner had sold a house and required the tenant to vacate, went out of his way to secure another house for the tenant in the same block, and paid not only the cost of removing the tenant's coal, but of moving his household effects. It might as well be recognized, however, that for the most part the action of the Bureau was extra-legal—that its success depended very largely upon the willingness of people in general to recognize that conditions warranted employment of means which were morally and patriotically defensible, but which would hardly be recognized in a court of law. There were a few cases in which landlords employed counsel. In every case of this kind, except one, the lawyers who were retained recognized the peculiar character of the situation and assisted, rather than opposed, the action of the Bureau. What rendered these extra-legal methods necessary was that neither governmental nor private agencies made any preparation for what, it ought to have been evident, was coming. As early as September, 1917, the Philadelphia

Housing Association gave warning that the bringing in of an unusual number of people into Philadelphia would result in housing difficulties, but practically no steps at all were taken to meet the trouble. Plans for the establishment of any new great industrial enterprise, or enlargement of an old one, should have included provision for the housing of employees. This was done in some cases, but not many. In Philadelphia, one of the few instances of the kind was the beginning of the construction of a number of houses by the Emergency Fleet Corporation, and the purchase of blocks of houses by the same agency. This latter method simply resulted in the driving out of tenants, who had to seek homes elsewhere in the city; and it was a detriment rather than an aid to the general housing situation.

This report should not be closed without a recognition of the services of my associate, Thomas M. Hyndman, Esq., without whose assistance the work of the Bureau could not have been carried on. From the end of June until the end of October, 1918, Mr. Hyndman gave practically all of his time to the affairs of the Bureau, working all through the summer, not only during office hours, but often long after. I have already made mention of the assistance which was given to the Bureau by the Philadelphia Real Estate Board. It remains only to be added that the experience and knowledge of Mr. John Ihlder, Secretary of the Philadelphia Housing Association, was placed fully at my disposal by him.

Very truly yours,

DAVID WALLERSTEIN,
Counsel for Federal Fuel Administration for Philadelphia.

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